

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400402

PRINT DATE: 10/04/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

EDWIN A AND JOHN O CRANDELL INC
733 CRANDELL ROAD

WEST RIVER, MD 20778
(410)867-0200

REFER QUESTIONS TO:

JESSICA MATOS
(410)767-4616
JESSICA.MATOS@MARYLAND.GOV

ITB: 001IT820000

EXPR DATE: 03/23/17
POST DATE: 04/16/16

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 498,900.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

THE LANGUAGE OF THE BLANKET PURCHASE ORDER CONCERNING MARYLAND SALES AND USE TAXES APPLIES ONLY TO COMMODITY CONTRACTS. UNDER MARYLAND LAW, CONTRACTORS MAY BE RESPONSIBLE FOR SALES AND USE TAXES ON MATERIALS REQUIRED UNDER THE CONTRACT.

PROJECT NO: G-019-090-010
REPLACEMENT OF MARINE FACILITY
PINEY POINT AQUACULTURE CENTER
PINEY POINT, ST. MARY'S COUNTY
DEPARTMENT OF NATURAL RESOURCES

THIS AGREEMENT MADE THE 19TH DAY OF FEBRUARY, TWO THOUSAND SIXTEEN BY AND BETWEEN THE ABOVE NAMED VENDOR (CONTRACTOR), AND THE STATE OF MARYLAND ACTING BY AND THROUGH THE DEPARTMENT OF GENERAL SERVICES (CUSTOMER),

WITNESSETH, THAT FOR AND IN CONSIDERATION OF THE PREMISES AND THE MUTAL PROMISES HEREIN CONTAINED, CONTRACTOR AND CUSTOMER PROMISE AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL FURNISH TO CUSTOMER ALL THE SERVICES DESCRIBED IN THE CONTRACT DOCUMENTS IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.
2. PRICE AND PAYMENT: CUSTOMER WILL PAY FOR THE EQUIPMENT AND SERVICES TO BE PROVIDED IN ACCORDANCE WITH THE TERMS AND

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TERMS (cont'd):

CONDITIONS OF THE CONTRACT DOCUMENTS.

3. OTHER PROVISIONS: BOTH PARTIES ARE BOUND TO AND WILL ABIDE BY ALL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.
4. CONTRACT DOCUMENTS: THE CONTRACT ("CONTRACT") BETWEEN THE PARTIES IS SET FORTH IN THE CONTRACT DOCUMENTS. THE CONTRACT DOCUMENTS CONSIST OF THE FOLLOWING:
 - A. THE BLANKET PURCHASE ORDER (ALSO CALLED THE "CONTRACT")
 - B. ALL EXECUTED BPO CHANGE ORDERS
 - C. CUSTOMER'S SOLICITATION FOR THE ABOVE REFERENCED PROJECT AND ALL SUBSEQUENT ADDENDA #1, #2 TO SAID SOLICITATION; AND
 - D. CONTRACTOR'S BID RESPONSE SUBMITTED SEPTEMBER 23, 2015
5. ORDER OF PRECEDENCE: CONFLICT AMONG CONTRACT DOCUMENTS IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF ANY OF THE CONTRACT DOCUMENTS, THE CONTROLLING TERMS AND CONDITIONS SHALL BE, IN THIS ORDER, THOSE OF:
 - A. THE CONTRACT, THEN
 - B. THE SOLICITATION, INCLUDING ALL SPECIFICATIONS, DRAWINGS ATTACHMENTS, EXHIBITS, INSTRUCTIONS TO BIDDERS GENERAL CONDITIONS, AND ADDENDA, THEN
 - C. THE BID OR PROPOSAL (ALSO CALLED "RESPONSE")
6. TERM OF CONTRACT: IT IS UNDERSTOOD THAT CONTRACTOR SHALL COMPLETE THE WORK WITHIN 365 CALENDAR DAYS FROM THE DATE OF NOTICE TO PROCEED AND AGREES THAT IF THE WORK IS NOT COMPLETED WITHIN THE TIME PERIOD SPECIFIED, THE CONTRACTOR WILL BE LIABLE FOR LIQUIDATED DAMAGES OF \$550.00 PER CALENDAR DAY AS SPECIFIED IN THE CONTRACT DOCUMENTS.
7. PAYMENT OF STATE OBLIGATIONS: ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.
8. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND.
9. AS A CONDITION OF ENTERING INTO THIS AGREEMENT, CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH THE STATE'S COMMERCIAL NONDISCRIMINATION POLICY, AS DESCRIBED UNDER TITLE 19 OF THE STATE FINANCE AND PROCUREMENT ARTICLE OF THE ANNOTATED

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TERMS (cont'd):

CODE OF MARYLAND. AS PART OF SUCH COMPLIANCE, CONTRACTOR MAY NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, ANCESTRY OR NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, SEXUAL ORIENTATION, OR ON THE BASIS OF DISABILITY OR OTHER UNLAWFUL FORMS OF DISCRIMINATION IN THE SOLICITATION, SELECTION, HIRING, OR COMMERCIAL TREATMENT OF SUBCONTRACTORS, VENDORS, SUPPLIERS, OR COMMERCIAL CUSTOMERS, NOR SHALL CONTRACTOR RETALIATE AGAINST ANY PERSON FOR REPORTING INSTANCES OF SUCH DISCRIMINATION. CONTRACTOR SHALL PROVIDE EQUAL OPPORTUNITY FOR SUBCONTRACTORS VENDORS, AND SUPPLIERS TO PARTICIPATE IN ALL OF ITS PUBLIC SECTOR AND PRIVATE SECTOR SUBCONTRACTING AND SUPPLY OPPORTUNITIES, PROVIDED THAT THIS CLAUSE DOES NOT PROHIBIT OR LIMIT LAWFUL EFFORTS TO REMEDY THE EFFECTS OF MARKETPLACE DISCRIMINATION THAT HAVE OCCURRED OR ARE OCCURRING IN THE MARKETPLACE. CONTRACTOR UNDERSTANDS THAT A MATERIAL VIOLATION OF THIS CLAUSE SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT AND MAY RESULT IN TERMINATION OF THIS AGREEMENT, DISQUALIFICATION OF CONTRACTOR FROM PARTICIPATING IN STATE CONTRACTS, OR OTHER SANCTIONS. THIS CLAUSE IS NOT ENFORCEABLE BY OR FOR THE BENEFIT OF, AND CREATES NO OBLIGATION TO, ANY THIRD PARTY.

10. AS A CONDITION OF ENTERING INTO THIS AGREEMENT, UPON THE MARYLAND HUMAN RELATIONS COMMISSION'S REQUEST, AND ONLY AFTER THE FILING OF A COMPLAINT AGAINST CONTRACTOR UNDER TITLE 19 OF THE STATE FINANCE AND PROCUREMENT ARTICLE, AS AMENDED FROM TIME TO TIME, CONTRACTOR AGREES TO PROVIDE WITHIN 60 DAYS AFTER THE REQUEST A COMPLETE LIST OF THE NAMES OF ALL SUBCONTRACTORS, VENDORS, AND SUPPLIERS THAT CONTRACTOR HAS USED IN THE PAST 4 YEARS ON ANY OF ITS CONTRACTS THAT WERE UNDERTAKEN WITHIN THE STATE OF MARYLAND, INCLUDING THE TOTAL DOLLAR AMOUNT PAID BY CONTRACTOR ON EACH SUBCONTRACT OR SUPPLY CONTRACT. CONTRACTOR FURTHER AGREES TO COOPERATE IN ANY INVESTIGATION CONDUCTED BY THE STATE PURSUANT TO THE STATE'S COMMERCIAL NONDISCRIMINATION POLICY AS SET FORTH UNDER TITLE 19 OF THE STATE FINANCE AND PROCUREMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AND TO PROVIDE ANY DOCUMENTS RELEVANT TO ANY INVESTIGATION THAT IS REQUESTED BY THE STATE. CONTRACTOR UNDERSTANDS THAT VIOLATION OF THIS CLAUSE IS A MATERIAL BREACH OF THIS AGREEMENT AND MAY RESULT IN CONTRACT TERMINATION, DISQUALIFICATION BY THE STATE FROM PARTICIPATING IN STATE CONTRACTS, AND OTHER SANCTIONS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	96246-PIER02	LT	439,992.0000	
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PIER REMOVAL AND REPLACEMENT

BASE BID: THE COST TO COMPLETE ALL WORK AS DESCRIBED UNDER THE
DETAILED PROJECT SPECIFICATIONS, PLANS, AND BID DOCUMENTS,
INCLUDING ANY UNIT PRICES, IF LISTED BELOW, BUT EXCLUDING
ALL ADD ALTERNATES, IF LISTED BELOW.

UNIT PRICE DESCRIPTION	EST. QTY.	X	UNIT PRICE	=	EXTENDED UNIT PRICE
1. TIMBER PILE LENGTH MODIFICATION	100 LF.	X	\$20.00/LF.	=	\$2,000.00

0003	96246-PIER02	EA	58,908.0000	
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PIER REMOVAL AND REPLACEMENT

ADD ALTERNATE NO. 1: THE COST TO COMPLETE ALL WORK AS DESCRIBED
UNDER ADD ALTERNATE NO. 1, IN THE PROJECT
SPECIFICATIONS BUT NOT INCLUDED IN THE
THE BASE BID.

END OF ITEM LIST

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
ON FEBRUARY 19, 2016.

(CORPORATE SECRETARY)

PRESIDENT

(WITNESS)

410-867-0200
PHONE NUMBER

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BPW APPROVAL DATE:

ITEM NO:

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE